




**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
John D. Porcari, Secretary • Paul J. Wiedefeld, Administrator

DATE: August 27, 2008

TO: All Prospective Offerors

FROM: Charles M. Carr, Procurement Officer  
Maryland Transit Administration 

RE: Addendum No. 1

SUBJECT: Solicitation T 1120-0140  
BUS FLUIDS MANAGEMENT SYSTEM

**SOLICITATION REQUIREMENTS AND BID FORM CLARIFICATION**

The following revisions to the Solicitation requirements, Technical Specifications and Bid Form are being released and posted based on the requests for clarifications, equals and exceptions received during and after the Pre-Bid Conference and site visits held on August 12 and 13, 2008. All responses made herein and all revised documents attached to this addendum become part the solicitation.

The following revisions are in response to the Pre-Bid Conference/Site Evaluation clarification requests and effectively revise and/or replace the current instructional information.

- **TABLE OF CONTENTS**, Delete in its entirety and replace with the attached pages denoted as "Table of Contents, T-1120-0140"
- **SECTION I, SOLICITATION INSTRUCTIONS**, Page 3, Point 4, Submission Deadline, revise first sentence to read "... no later than 2:00 PM (Eastern Daylight Time) on Tuesday, September 16, 2008..."

Third paragraph, amend to read: "Public Opening... referenced in Section I, C.1 at 2:00 PM (Eastern Daylight Time) on September 16, 2008."

- **SECTION I, SOLICITATION INSTRUCTIONS, Page 8, add point 30, "Prompt Payment Requirements" paragraph:** This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, T-1120-0140 (see Attachment/Exhibit A). Additional information is available on the GOMA website at [www.mdminoritybusiness.com](http://www.mdminoritybusiness.com)
- **SECTION I, SOLICITATION INSTRUCTIONS, Page 9, D. PROCUREMENT SCHEDULE, Revise "Bid Inquiry Deadline..." to read "September 5, 2008". "Closing Date..." revise to read "September 16, 2008".**
- **SECTION III, CONTRACT REQUIREMENTS:**

**Page SP-1, Section 1.03.B.1, Change to Read:**

1. Removal of existing Fluid Management System
  - a. To include, at a minimum, all keypads, stands, connection devices (anchor bolts, etc.) and conduit not required by the new system.
  - b. This does not include system control panels.

**Page SP-4, Section 1.12.C, Revise to Read:**

- C. Administration's occupancy and use requirements.
  1. The Administration's bus fueling and repair facilities are operational twenty four hour a day, seven day per week.
  2. The installer shall provide an installation schedule for the maintenance areas that allow a percentage of the bays to remain operational at any given time. The schedule must be approved by MTA.
  3. The Contractor shall have access to the fuel islands and maintenance repair bays from 8:00 AM to 5:00PM every day of the week. The Contractor shall complete all clean up and have all fuel islands and repair bays operational for MTA activities by 5:00 PM each day.

**Page SP-46, Section 1.05.A, Revise to Read:**

At the time of installation each piece of equipment shall be covered by a manufacturer's new machine service and parts warranty for a period of one year. This warranty shall extend to all items reused from the existing fluid management system.

**Page SP-46, Section 1.05.B, Revise to Read:**

Supplier shall warrant all work related to installation against defects in materials, function and workmanship for one year from the date of system acceptance by the MTA. This shall include all item and work associated with reuse of components from the existing fluid management system.

**Page SP-51, Section 2.05.A.1.a, Revise to Read:**

Be located at each diesel service position for diesel, ATF, coolant and Engine oil operation with the exception of the external fueling station at Bush Street, which will only dispenses diesel fuel.

**Page SP-51, Section 2.05.A.1.b, Revise to Read:**

Be located in the maintenance bays in a configuration recommended by the Contractor and approved by the MTA. The system shall monitor the dispensing of four (4) fluids at each reel bank (engine oil, gear oil, ATF and engine coolant). Should a reel bank, at the time of installation, be missing any of these commodity reels, the Contractor shall install a solenoid valve and all associated wiring for the missing reel and provide the MTA with a pulser for future reel installation.

- **SECTION IV, ATTACHMENTS, ATTACHMENT 1, BID FORM/UNIT PRICE SCHEDULE, Page BF 1, Change "BID OPENING DATE:" to "September 16, 2008".**
- **SECTION IV, ATTACHMENTS, ATTACHMENT 1, BID FORM/UNIT PRICE SCHEDULE, Pages BF 4 through BF 9, Unit Price Schedule, delete those numbered pages in their entirety and replace with the attached pages BF 4 through BF 9 inclusive.**

All other items, terms and conditions remain unchanged.

Attachments to this addendum: Table of Contents (3 pages)  
Solicitation Instructions Replacement Pages (3)  
Contract Requirements Revised Pages (5)  
Bid Form/Unit Price Sheets (9 pages)  
Fleet Rosters (Four (4) pages)  
Prompt Payment Contract Language

This addendum and any attachments thereto shall become part of the solicitation requirements and therefore part of the awarded contract.

If you have any questions or concerns regarding this addendum please contact me at 410-767-3361 or email at [ccarr1@mtamaryland.com](mailto:ccarr1@mtamaryland.com).

**TABLE OF CONTENTS**  
**T-1120-0140**

	<b>PAGE</b>
<b>SECTION I Solicitation Instructions</b>	<b>2</b>
A. Background	2
B. Purpose	2
C. Administrative and Contractual Information	2
1 Issuing Office	2
2 Pre-Bid Conference	2
3 Inquiries	3
4 Submission Deadline	3
5 Signatures	3
6 Procurement Method	4
7 Small and Minority Business Participation	4
8 Contract Duration	4
9 Incurred Expenses	4
10 Addenda and Revisions to the IFB	4
11 Acceptance of Bids	4
12 Cancellation and Rejection of Bids	5
13 Duration of Bid	5
14 Contract Type	5
15 Bid Form/Unit Price Schedule	5
16 Compliances with Law	5
17 Arrearages	5
18 Acceptance of Terms and Conditions	5
19. Procurement Regulation	6
20. Conflict of Interest	6
21. Incorporation by Reference	6
22. Alternate Bids and Multiple Bids	6
23. Resident Business Reciprocal Preferences	6
24. Verification of Registration and Tax Payments	7
25. Use of "eBidMarketplace"	7
26. Electronic Funds Transfer	7
27 False Statement	7
28 Minority Business Subcontracting	7
29 Performance Bond	8
D. Procurement Schedule	8

## **SECTION II Responses to IFB**

A. General	10
B. Bid Submission	10
C. Bid Preparation	10
1.0 Two Part Submission	10
1.1 Proposal Format and Organization	11
1.2 Technical Proposal Requirements	12
1.3 Volume II – Bid Price Requirements	17
1.4 Technical Manuals	17

## **SECTION III Contract Requirements**

01110 Summery of Work	SP 1-6
01210 Miscellaneous Work Allowance	SP 7-8
01300 Submittals	SP 9-13
01310 Coordination & Meetings	SP 14-15
01450 Quality Assurance	SP 16-19
01600 Products	SP 20-21
01780 Close Out	SP 22-25
17017 Basic Electrical Material & Methods	SP 26-43
18000 Bus Fluids Management System	SP 44-60
Appendix A - Reference Drawings	A1-17
Appendix B – Contractor Data Requirement List	B1-2

## **SECTION IV Supplementary General Provisions for Purchase Contracts**

SGP Sections 1-9	SGP 1-32
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## **SECTION V Attachments**

Attachment 1	Bid Form/Unit Price Schedule	BF 1-10
Attachment 2	Bid/Proposal Affidavit	1-7
Attachment 3	Sample Contract Agreement	1-2
Attachment 4	Contract Affidavit	1
Attachment 5	General Provisions for Purchase Contracts	1-19
Attachment 6	Conflict Of Interest Affidavit And Disclosure	1
Attachment 7	Certification Regarding Lobbying	1-2
Attachment 8	Electronic Funds Transfer (EFT) Registration Request Form	1-2
Attachment 9	Small Business Contract Affidavit	1
Attachment 10	Insurance Requirements	1-3
Attachment 11	Debarment Certificate	1
Attachment 12	Minority Subcontracting Forms	1-9
Attachment 13	Performance Bond	1-4
Attachment 14	Safety Requirements	1-2
Attachment 15	Fleet Rosters	1-4

bid conference does not relieve the selected contractor of the responsibility to completely perform the requirements of the contract resulting from this solicitation.

A written summary of the Pre-bid Conference, all known question and the answers provided at the time of the conference may be posted on and accessed, free of charge from the MTA website. Addenda resulting from the Pre-bid Conference or written inquiries will be posted and available for downloading from the MTA website.

**MTA Website Access:** [www.mtamaryland.com/business/contracts/procurement.cfm](http://www.mtamaryland.com/business/contracts/procurement.cfm)

**It is the contractor's responsibility to download any addenda released and published to the MTA website.**

### **3. Inquiries**

Written questions from prospective Bidders will be accepted, by the Procurement Officer, prior to the scheduled per-bid conference. As reasonably as possible and as appropriate, such questions will be addressed at the pre-bid conference (no substantive questions will be answered prior to the pre-bid conference. Questions may be submitted by mail, facsimile, or by e-mail to the Procurement Officer. Question, both oral and written, will also be accepted from prospective bidders attending the pre-bid conference. As reasonably as possible, these questions will be answered at the pre-bid conference.

Questions will be accepted subsequent to the pre-bid conference. All post-conference questions should be submitted in a timely manner to the procurement officer. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered and are not clearly specific to the requestor will be distributed in the form of addenda to the solicitation and made available on the MTA website.

### **4. Submission Deadline**

**In order to be considered, bids must be received no later than 2:00 p.m. (Eastern Daylight Time) on Tuesday, September 16, 2008. Bids should be forwarded to the attention of the Procurement Officer at the address listed in Section I, C.1.** Bidders submitting bids by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Procurement Officer. Bids arriving after the closing date and time are late and shall be rejected in accordance with applicable regulations. Electronic and fax bids will not be accepted.

One (1) original and two (2) copies of the bid document shall be submitted in a clearly marked envelope with the full name and address of the Bidder and the contents of the envelope or package, e.g., "BID", Contract MTA-1120-0140.

The public bid opening will be held at the address referenced in Section I, C.1 at 2:00 p.m. (Eastern Daylight Time) on September 16, 2008.

### **5. Signatures**

Each bid shall be signed by an officer authorized to make a binding commitment for the firm(s) making the bid.

established for this contract. By submitting a response to this solicitation, the bidder or offerer agrees that this dollar amount of the contract will be performed by a certified minority business enterprise. The overall goal of 17% contains sub-goals of 5% to be allocated to certified women owned minority businesses and 12% to be allocated to certified African American owned minority businesses.

Minority Business Enterprises are encouraged to respond to this solicitation notice and are therefore encouraged to obtain certification from the Maryland Department of Transportation (MDOT). All questions related to certification must be directed to the MDOT Office of Minority Business Enterprise/Equal Opportunity:

Maryland Department of Transportation  
Office of Minority Business Enterprise/Equal Opportunity  
P.O. Box 8755  
BWI Airport, Baltimore, MD 21240-0755  
Telephone: 410-865-1240

## **29. Performance Bond**

A performance bond in the format specified in the Performance Bond Attachment shall be submitted to the MTA within thirty (30) days of receipt of the Notice of Award. The performance guaranty shall equal one hundred (100) percent of the contract dollar amount for the contract period stated. The bond shall be in one of the forms noted herein.

### **The following Surety Bond Qualifications shall apply:**

- I. Bonds shall be written through surety insurers authorized to do business in the State of Maryland as a surety with a rating of at least "B V" as to management and financial strength according to the latest edition of Best's Insurance guide.
- II. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

## **30. Prompt Payments Requirement**

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, (see Attachment/Exhibit A). Additional information is available on the GOMA website at [www.mdminoritybusiness.com](http://www.mdminoritybusiness.com).

**D. PROCUREMENT SCHEDULE** (all dates tentative)

<b>ITEM</b>	<b>DATE</b>
IFB Advertising Date	July 29, 2008
Pre-Bid Conference	August 12, 13, 2008
Bid Inquiry Deadline (4:00 p.m.)	September 5, 2008
Closing Date for Receipt of Bids (2:00 p.m.)	September 16, 2008

**END OF SECTION I**

**PART 01110  
SUMMARY OF WORK**

**GENERAL**

**1.01 GENERAL**

- A. The Contractor's operations shall conform to all applicable Federal, State (Maryland) and Local (Baltimore City) regulations.
- B. Wherever these Special Provisions refer to the Administration, they shall be understood to mean the Maryland Transit Administration (MTA). Whenever reference is made to Engineer, it shall mean the Administration representative for the contract.
- C. Submittals shall be made in accordance with PART 01300, Submittals.

**1.02 CONTRACT DOCUMENTS**

The work shall be performed in accordance with the following documents in order of precedence:

- A. The Contract Document and all addenda thereto and the General Provisions for Purchase Contracts dated October 2001, issued by the Maryland Department of Transportation; and the Supplemental General Provisions; both contained in the Contract Specifications Section.
- B. The Contract Requirements, PARTS 01110 through 01800; the Notice to Contractors; the List of Contract Drawings and the various forms and exhibits attached provided with this solicitation.
- C. The Liability Insurance Requirements; and the MTA Project Safety Plan; all issued by the Maryland Transit Administration of the State of Maryland Department of Transportation.
- D. The Contract Drawings, Standard Plates, and Reference Drawings, if applicable contained in the Contract Specifications Book or bound separately, as applicable.

**1.03 CONTRACT DESCRIPTION:**

- A. This Contract is for the purchase and installation of a Fluid Management System (FMS) at the following MTA bus divisions: Bush, Eastern, Kirk, Northwest, and the Overhaul Shop (Washington Boulevard).
- B. The work involves:
  - 1. Removal of an existing Fluid Management System:
    - a. To include, at a minimum, all keypads, stands, connection devices (anchor bolts, etc.) and conduit not required by the new system.
    - b. This does not include system control panels.

Engineer may, upon written order to the Contractor, eliminate such Contract items from the Contract.

- B. No allowance will be made for items so eliminated in making final payment to the Contractor except for material costs incurred prior to notification of the eliminated of the items.

#### **1.11 ADMINISTRATION FURNISHED PRODUCTS:**

- A. Products furnished to the site and paid for by the Administration.
  - 1. Bus fleet
  - 2. Diesel-powered, non-revenue vehicles
  - 3. Veeder Root automatic tank gage.
  - 4. LAN/WAN connection
- B. Administration's Responsibility
  - 1. Vehicle, facility, and interface data necessary to populate the FMS database.
  - 2. Coordinate the system integration of the FMS into the MTA network.
- C. Contractor's Responsibility

#### **1.12 JOINT USE OF THE SITE BY CONTRACTOR AND ADMINISTRATION:**

- A. Service island availability at each facility will be determined by the operational needs of the MTA to service the bus fleet. The service islands must be available for MTA use between the hours of 6:00 PM and 2:00 AM. Additional restrictions may be imposed depending on the specific needs of the MTA at a particular facility.
- B. Restriction on Contractor use of site and premises, with regard to time, place and protection of the Public, is an essential aspect of this Contract.
- C. Administration's occupancy and use requirements
  - 1. The Administration's bus fueling and repair facilities are operational twenty-four hours a day, seven days a week.
  - 2. The installer shall provide an installation schedule for the maintenance areas that allow a percentage of the bays to remain operational at any given time. The schedule must be approved by MTA.
  - 3. The contractor shall have access to the fuel islands and maintenance bays from 8:00 AM to 5:00 PM every day of the week. The contractor shall complete all clean up and have all fuel islands and repair bays operational for MTA activities by 5:00 PM each day.

2. Shop drawings shall delineate all existing materials that will be removed prior to installation of the new Fluid Management System.

## 1.05 WARRANTY

Pursuant to General Provisions Article GP-29 and Supplementary General Provision Article SGP-4.04:

- A. At the time of installation each piece of equipment shall be covered by the manufacturer's new machine service and parts warranty for a period of one year. This warranty shall extend to all items reused from the existing fluid management system.
- B. Supplier shall warrant all work related to installation for one year from the date of system acceptance by the MTA against defects in materials, function and workmanship. This shall include all items and work associated with reuse of components from the existing fluid management system.
- C. Warranty shall include materials and labor necessary to correct all defects.
- D. Defects shall include, but not be limited to software failure, PC failure, equipment failure, noisy, rough or substandard operation; loose, damaged, and missing parts; incorrect installation and abnormal deterioration of finish.
- E. Submit all applicable manufacturer's warranties with the bid package.
- F. All parts shall be readily available locally in the United States for a minimum period of fifteen (15) years after system acceptance by the MTA.
- G. The Contractor shall include in their proposal pricing for the following extended service options. The contract periods listed are in addition to the required one-year warranty specified in A through F of this section. The MTA may select any or none of the following options for an extended service contract:
  1. Two-year service contract for the replacement of parts,
  2. Two-year service contract for both parts and labor,
  3. Four-year service contract for the replacement of parts,
  4. Four-year service contract for both parts and labor,
  5. Service agreement for technical support, at a specified hourly rate for a two-year period after the end of the Contract warranty,
  6. Service agreement for technical support, at a specified hourly rate for a four-year period after the end of the Contract warranty.
  7. Service agreement definitions and coverage shall be included in the bid submission.

- J. Transaction shall be automatically terminated at the end of any 5-minute interval following cessation of servicing or maintenance operation.

## **2.04 SEQUENCE OF OPERATIONS - DIESEL SERVICE POSITION BACK-UP MODE OF OPERATION**

- A. The sequence of operations for servicing vehicles which are not equipped with an electronic module or for which there is a malfunction in the on-board electronic module, shall be as follows:
1. The sequence shall begin as described above with the entry of the employee ID and the use of the radio frequency receiver unit.
  2. After the specified time-out period during which a vehicle number and mileage are not received by any receiver unit, the RIH unit will automatically proceed with a prompt for the next vehicle number and require entry through the keypad of a valid vehicle number for the vehicle to be serviced.
  3. For the next step, the system shall provide the MTA with the capability to enter vehicle mileage or the system shall automatically calculate mileage based upon fuel dispensed to the vehicle if a mileage is not entered.
  4. At this point the appropriate solenoid valves in the diesel, engine oil, coolant, and ATF lines shall be energized and opened by the RIH unit and succeeding steps shall be identical to those described in the preceding paragraph. In maintenance bays the solenoid valves shall be energized for all lubricants authorized for the specific vehicle and succeeding steps would be identical to those described in the preceding paragraph.

## **2.05 REQUIREMENTS:**

- A. Remote Island Heads:
1. General: Each RIH shall:
    - a. Be located at each diesel service position for diesel, ATF, coolant and oil operation with the exception of the external fueling station at Bush Street, which only dispenses diesel fuel.
    - b. Be located in the maintenance bays in a configuration recommended by the Supplier and approved by the MTA. The system shall monitor the dispensing of four (4) fluids at each reel bank (engine oil, gear oil, ATF and engine coolant). Should a reel bank, at the time of installation, be missing any of these commodity reels, the contractor shall install a solenoid valve and all associated wiring for the

- missing reel and provide the MTA with a pulser for future reel installation.
- c. Be the interface between fueling operator, dispenser, traffic sensors, and the FMS. In the maintenance bays the RIH shall be the interface between the mechanic and the FMS.
  - d. Have the capability to enter into a stand-alone mode of operation should the communication to the System Controller be lost or disrupted. The RIH shall continue to authorize and record fueling transactions, store the data and transfer data to the System Controller upon reestablished of system communication.
  - e. Provide for manual operation of the fueling system, with the appropriate security protection, in the event that power to the RIH is lost.
  - f. Be weatherproof, vandal resistant, and tamper proof.
  - g. Have individual components that shall be plug-in removable and replace resulting in simplified and easy maintenance of the unit.
  - h. Consist of a push-button console with display mounted on an upright stand.
  - i. Operate in temperature ranges from 0 degrees F to 120 degrees F, and relative humidity range of 5 to 95 per cent, non-condensing.
2. Keypad: Keypad shall be a sealed, flat, pressure sensitive unit providing a minimum of 16 push-button control points permanently labeled as follows:
    - a. 0-9 digits
    - b. END (terminates data entry)
    - c. CLEAR (clears display)
    - d. RESET (restarts entry sequence)
    - e. YES (for entry validation)
    - f. NO (for entry validation)
  3. Display shall be alphanumeric, backlit LCD unit with a shatterproof glass face, allowing up to 16 characters to be displayed.
  4. Two-Position Key Switch: Provide key-operated switch on the face of the RIH panel to allow selection of either manual mode or automatic mode. One key shall operate all RIH units. Provide two keys for each RIH unit, but all units shall be keyed alike.

**Attachment 1**  
**MARYLAND TRANSIT ADMINISTRATION**  
**BID FORM/UNIT PRICE SCHEDULE**

**CONTRACT NO. T-1120-0140**  
**BUS FUEL/FLUIDS MANAGEMENT SYSTEM**

TO: MARYLAND TRANSIT ADMINISTRATION  
ATTN: PROCUREMENT DIVISION

BID OPENING DATE:  
September 16, 2008

6 ST. PAUL STREET, 7TH FLOOR  
BALTIMORE, MD 21202-1614

BID OPENING TIME:  
2:00 P.M.

\*Envelope Marked "Price Bid" Contract No. T-1120-0140

BID OF: \_\_\_\_\_  
(Bidder's Name)

CONTRACT DESCRIPTION: \_\_\_\_\_

Prospective Bidder:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INFORMATION AND INSTRUCTIONS dated July 29, 2008.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INFORMATION AND INSTRUCTIONS.
3. In response with said SOLICITATION INFORMATION AND INSTRUCTIONS the undersigned hereby propose to furnish all labor, equipment, and materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the unit prices, listed in the attached Bid Form, and agrees that upon Notice of Award, within 30 calendar days, after the date of opening of bids, unless mutually extended, he will within 120 calendar days after receipt of the prescribed forms, execute the Contract.

4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the Special Provisions, unless the completion dates are extended as provided for in the Contract Documents.
5. The UNDERSIGNED hereby certifies that the \_\_\_\_\_ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the U.S. Comptroller General's List of ineligible contractors.
6. PARENT COMPANY
- a. The UNDERSIGNED represents that it / /is, / /is not, (CHECK ONE) OWNED OR CONTROLLED BY A parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.
- b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.
- \_\_\_\_\_
- Name
- \_\_\_\_\_
- Address
7. CERTIFICATION OF NON-MARYLAND CORPORATION (FOREIGN CORPORATION)
- a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.
- b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.
- c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of Assessments and Taxation and provide a copy of the departments certification of his registration or qualification acknowledgement along with the executed contract.

8. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the number and date of each).

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

INVITATION FOR BIDS  
 CONTRACT NUMBER: T-1120-0140  
 BUS FUEL/FLUIDS MANAGEMENT SYSTEM

**UNIT PRICE SCHEDULE**

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
1	1130	Mobilization	Fixed Price	Fixed Price	4% of Bid Price total	
2	1210	Miscellaneous Work Allowance	Allow.	Allow.	\$130,000.00	\$130,000.00
3	1450	Quality Assurance and Quality Control	1	Allow.	2% of Bid Price Total	
4	18000:2	<b>Bush Fueling Lanes</b>	4	Ea.		
4a		System Controller				
4b		RIH				
4c		Solenoid Valves				
4d		Pulsers				
4e		Receivers				
4f		Exit Devices				
5	18000:3	Bush Fuel Lane Installation	1	Ea.		
6	18000:3.05	Bush Fuel Lane Training	1	Ea.		
7	18000:2	<b>Bush Exterior Fuel Lane</b>	1	Ea.		
7a		System Controller				
7b		RIH				
7c		Solenoid Valves				
7d		Pulsers				
7e		Receivers				
7f		Exit Devices				
8	18000:3	Bush Exterior Fuel Lane Installation	1	Ea		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
9	18000:2	<b>Kirk Fuel Lanes</b>	3	Ea.		
9a		System Controller				
9b		RIH				
9c		Solenoid Valves				
9d		Pulsers				
9e		Receivers				
9f		Exit Devices				
10	18000:3	<b>Kirk Fuel Lane Installation</b>	1	Ea.		
11	18000:3.05	<b>Kirk Fuel Lane Training</b>	1	Ea.		
12	18000:2	<b>Northwest Fuel Lanes</b>	3	Ea.		
12a		System Controller				
12b		RIH				
12c		Solenoid Valves				
12d		Pulsers				
12e		Receivers				
12f		Exit Devices				
13	18000:3	<b>Northwest Fuel Lane Installation</b>	1	Ea.		
14	18000:3.05	<b>Northwest Fuel Lanes Training</b>	1	Ea.		
15	18000:2	<b>Eastern Fuel Lanes</b>	2	Ea.		
15a		System Controller				
15b		RIH				
15c		Solenoid Valves				
15d		Pulsers				
15e		Receivers				
15f		Exit Devices				

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
16	18000:3	<b>Eastern Fuel Lanes Installation</b>	1	Ea.		
17	18000:3.05	<b>Eastern Fuel Lanes Training</b>	1	Ea.		
18	18000:3	<b>Bus Mounted Data Recording Units</b>	990	Ea.		
19	18000:3.02	<b>Installation of Data Recording Units</b>	901	Ea		
20		<b>DRU Programmer</b>	5	Ea.		
21	18000:3.05	<b>IT Training</b>	1	Ea.		
22	18000:2	<b>Bush Maintenance Bays</b>	6	Ea.		
22a		System Controller				
22b		RIH				
22c		Solenoid Valves				
22d		Pulsers				
22e		Receivers				
22f		Exit Devices				
23	18000:3	<b>Bush Maintenance Bays Installation</b>	1	Ea.		
24	18000.3.05	<b>Bush Maintenance Bays Training</b>	1	Ea.		
25	18000:2	<b>Northwest Maintenance Bays</b>	10	Ea.		
26a		System Controller				
26b		RIH				
26c		Solenoid Valves				
26d		Pulsers				
26e		Receivers				
26f		Exit Devices				

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
27	18000:3	Northwest Maintenance Bays Installation	1	Ea.		
28	18000:3.05	Northwest Maintenance Bays Training	1	Ea.		
29	18000:2	Eastern Maintenance Bays	6	Ea.		
29a		System Controller				
29b		RIH				
29c		Solenoid Valves				
29d		Pulsers				
29e		Receivers				
29f		Exit Devices				
30	18000:3	Eastern Maintenance Bays Installation	1	Ea.		
31	18000:3.05	Eastern Maintenance Bays Training	1	Ea.		
32	18000:2	Main Shop Bays	8	Ea.		
32a		System Controller				
32b		RIH				
32c		Solenoid Valves				
32d		Pulsers				
32e		Receivers				
32f		Exit Devices				
33	18000:3	Main Shop Bays Installation	1	Ea.		
34	18000:3.05	Main Shop Bay Training	1	Ea.		
35	18000:2	Truck Shop Bays	3	Ea.		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
35a		System Controller				
35b		RIH				
35c		Solenoid Valves				
35d		Pulsers				
35e		Receivers				
35f		Exit Devices				
36	18000:3	<b>Truck Shop Bays Installation</b>	1	Ea.		
37	18000:3.05	<b>Truck Shop Bay Training</b>	1	Ea.		
38	1800:2.05.C	Computer Server	1	Ea.		
Total Base Bid Items 001-038						

NOTE: Installation quantities include installation of all specified lanes or bays at the specific facility (I.E. Truck Shop Bays Installation includes all three truck shop bays).

Basis of Award: Total amount of items 001 thru 038.

**Base Bid – Total Contract Price – Bid Item No. 001 through Bid Item no. 038.** (Write out in words on line below):

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**CONTINGENT ITEM (ref. 01110:1.09) UNIT PRICE SCHEDULE**

<b>Item</b>	<b>Section</b>	<b>Description</b>	<b>Estimate of Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
C1	18000:1.05.G.1	Parts Service Contract	1	2-year		
C2	18000:1.05.G.2	Parts & Labor Service Contract	1	2-year		
C3	18000:1.05.G.3	Parts Service Contract	1	4-year		
C4	18000:1.05.G.4	Parts & Labor Service Contract	1	4-year		
C5	18000:1.05.G.5	Service Agreement	1	2-year	\$/hour	
C6	18000:1.05.G.6	Service Agreement	1	4-year	\$/hour	

The MTA may, at their option, select any of the items from the contingent items list or none of the items.

**Minority Business Enterprise Subcontracting Goals: Contractor Proposed Participation**

Women Owned Minority Participation Goal 5%

\_\_\_\_\_

African American Owned Minority Participation Goal 12%

\_\_\_\_\_

Total Subcontracting Participation Goal 17%

\_\_\_\_\_

A. CORPORATION BID:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

By:

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Print Name

B. PARTNERSHIP BID:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Names of each Partner:

Witness:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

BID FORM

C. INDIVIDUAL BID

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

Witness:

By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

# MTA BUS FLEET ROSTER

BUS TYPE	DIVISION				TOTAL
	BUSH	EAST	KIRK	NWEST	
2000 NABI	21	19	19	20	79
2002 NEOPLAN	36	30	0	33	99
2004 NEW FLYER	6	0	69	50	125
2005 NEW FLYER	44	50	0	0	94
2006 NEW FLYER (HYBRID)	10	0	0	0	10
2006 OPTIMA (30')	0	0	0	3	3
94 FLEX	14	8	10	0	32
95 FLEX	5	4	5	4	18
95 IKARUS (ARTIC)	0	0	0	9	9
96 NABI (ARTIC)	20	0	0	0	20
97 NABI	3	20	20	7	50
98 NABI	16	14	18	15	63
99 NABI	20	14	18	15	67
CONTINGENCY FLEET					23
89 FLEX	5				
90 FLEX	11				
92 FLEX	7				
NEW ARTICS ON ORDER					30
TOTAL BUSES =					722

## MTA MOBILITY VEHICLE ASSIGNMENT STATUS REPORT

VEH. #	VIN NUMBER	YEAR	MAKE	MODEL	SEATING CAPACITY	MILEAGE	TAG #
BELOW LISTED MTA MOBILITY VEHICLES ARE THE VEHICLES MTA USES AT MTA WASHINGTON BLVD.							
50 - Vehicles							
2101	1FDXE45F6YHA94222	2000	FORD	E450	8-AMBULATORY, 4-WC	108,409	SG-18320
2102	1FDXE45F8YHA94223	2000	FORD	E450	8-AMBULATORY, 4-WC	112,084	SG-18321
2103	1FDXE45FXHYHA94224	2000	FORD	E450	8-AMBULATORY, 4-WC	118,435	SG-18322
2201	1FDXE45F02HA35304	2001	FORD	E450	8-AMBULATORY, 4-WC	92,248	SG-19792
2202	1FDXE45F22HA35305	2001	FORD	E450	8-AMBULATORY, 4-WC	96,200	SG-19791
2203	1FDXE45F42HA35306	2001	FORD	E450	8-AMBULATORY, 4-WC	86,391	SG-19796
2204	1FDXE45F62HA35307	2001	FORD	E450	8-AMBULATORY, 4-WC	97,977	SG-19794
2205	1FDXE45F82HA35308	2001	FORD	E450	8-AMBULATORY, 4-WC	91,933	SG-19793
2301	1FDXE45F82HB01579	2002	FORD	E450	8-AMBULATORY, 4-WC	84,678	SG-20099
2302	1FDXE45F42HB01580	2002	FORD	E450	8-AMBULATORY, 4-WC	97,862	SG-20200
2303	1FDXE45F62HB01581	2002	FORD	E450	8-AMBULATORY, 4-WC	88,616	SG-20201
2304	1FDXE45F82HB01582	2002	FORD	E450	8-AMBULATORY, 4-WC	83,116	SG-20202
2305	1FDXE45FX2HB01583	2002	FORD	E450	8-AMBULATORY, 4-WC	79,341	SG-20203
2401	1FDXE45F13HA19856	2004	FORD	E450	8-AMBULATORY, 4-WC	56,384	SG-20946
2402	1FDXE45F53HA19861	2004	FORD	E450	8-AMBULATORY, 4-WC	56,802	SG-21027
2403	1FDXE45F73HA19862	2004	FORD	E450	8-AMBULATORY, 4-WC	57,084	SG-21028
2404	1FDXE45F63HA25846	2004	FORD	E450	8-AMBULATORY, 4-WC	60,124	SG-21029
2405	1FDXE45F83HA25847	2004	FORD	E450	8-AMBULATORY, 4-WC	58,457	SG-21030
2406	1FDXE45F53HA62144	2004	FORD	E450	8-AMBULATORY, 4-WC	61,272	SG-21031
2407	1FDXE45F63HB01078	2004	FORD	E450	8-AMBULATORY, 4-WC	56,567	SG-20947
2408	1FDXE45F83HB01079	2004	FORD	E450	8-AMBULATORY, 4-WC	53,972	SG-20948
2409	1FDXE45F43HB01080	2004	FORD	E450	8-AMBULATORY, 4-WC	55,332	SG-21017
2410	1FDXE45F63HB01081	2004	FORD	E450	8-AMBULATORY, 4-WC	65,297	SG-21018
2411	1FDXE45F83HB01082	2004	FORD	E450	8-AMBULATORY, 4-WC	62,548	SG-21019
2412	1FDXE45FX3HB01083	2004	FORD	E450	8-AMBULATORY, 4-WC	65,337	SG-21020
2413	1FDXE45F13HB01084	2004	FORD	E450	8-AMBULATORY, 4-WC	66,524	SG-21021
2414	1FDXE45F33HB01085	2004	FORD	E450	8-AMBULATORY, 4-WC	61,133	SG-21022
2415	1FDXE45F53HB01086	2004	FORD	E450	8-AMBULATORY, 4-WC	64,571	SG-21023
2416	1FDXE45F73HB01087	2004	FORD	E450	8-AMBULATORY, 4-WC	64,155	SG-21024
2417	1FDXE45F93HB01088	2004	FORD	E450	8-AMBULATORY, 4-WC	58,908	SG-21032
2442	1FDWE45F23HB79210	2004	FORD	E450	16-AMBULATORY, 2-W/C	39,290	SG-21797
2443	1FDWE45F23HB79206	2004	FORD	E450	16-AMBULATORY, 2-W/C	23,853	SG-21798
2444	1FDWE45F23HB79207	2004	FORD	E450	16-AMBULATORY, 2-W/C	34,233	SG-21799
2445	1FDWE45F63HB79209	2004	FORD	E450	16-AMBULATORY, 2-W/C	31,823	SG-21900
2446	1FDWE45F13HB79215	2004	FORD	E450	16-AMBULATORY, 2-W/C	32,465	SG-21901
2447	1FDWE45F93HB79222	2004	FORD	E450	16-AMBULATORY, 2-W/C	39,995	SG-21902
2448	1FDWE45F93HB79219	2004	FORD	E450	16-AMBULATORY, 2-W/C	30,177	SG-21903
2449	1FDWE45F43HB79208	2004	FORD	E450	16-AMBULATORY, 2-W/C	30,221	SG-21904
2450	1FDWE45FX3HB79214	2004	FORD	E450	16-AMBULATORY, 2-W/C	40,433	SG-21905
2451	1FDWE45F93HB79205	2004	FORD	E450	16-AMBULATORY, 2-W/C	33,995	SG-21906
2452	1FDWE45F83HB79213	2004	FORD	E450	16-AMBULATORY, 2-W/C	26,908	SG-21907
2453	1FDWE45F83HB79227	2004	FORD	E450	16-AMBULATORY, 2-W/C	35,020	SG-21977
2454	1FDWE45F53HB79220	2004	FORD	E450	16-AMBULATORY, 2-W/C	39,093	SG-21978
2455	1FDWE45F43HB79211	2004	FORD	E450	16-AMBULATORY, 2-W/C	35,855	SG-21979
2456	1FDWE45F63HB79226	2004	FORD	E450	16-AMBULATORY, 2-W/C	31,711	SG-21980
2457	1FDWE45FX3HB79228	2004	FORD	E450	16-AMBULATORY, 2-W/C	36,751	SG-21981
2458	1FDWE45F23HB79224	2004	FORD	E450	16-AMBULATORY, 2-W/C	37,561	SG-21982
2459	1FDWE45F03HB79223	2004	FORD	E450	16-AMBULATORY, 2-W/C	32,795	SG-21983
2460	1FDWE45F63HB79212	2004	FORD	E450	16-AMBULATORY, 2-W/C	39,516	SG-21984
2461	1FDWE45F43HB79225	2004	FORD	E450	16-AMBULATORY, 2-W/C	33,145	SG-21985

MTA Diesel Powered Non-Revenue Support Vehicles

MTA VEH NO	SUF	TAG	VEHICLE	Model	TYPE	YR	VIN NUMBER	DEPT KEY
554	*	SG01324	INTERNATIONAL HI-RAIL	F1924 S SERIES	HD	1983	2HTAF1960DCA12953	LTRL
555	*	SG01325	INTERNATIONAL	F1924 S SERIES	HD	1983	2HTAF1961DCA12928	WMOW
559	*	SG01329	GMC	P3500 STEP VAN	HD	1983	1GDUJ32J7D3502852	FACB
561	*	SG01367	GMC	P3500 STEP VAN	HD	1983	1GDUJ32J0D3502854	FACB
568	*	SG01337	FORD	F700 BOOM TRUCK	HD	1984	1FDXK74NXXEVA00858	FACR
609	*	SG06343	GMC	P3500 STEP VAN	HD	1987	1GTJP32MXH3503482	FACR
632	*	SG07713	FORD DUMP TRK	F450 SUPERDUTY	HD	1990	2FDLF47MXLCA32720	FACB
634	*	SG07502	WHITE/ GMC	WCS 64	HD	1990	4VZACBME3LN634131	RCTL
639	*	SG07032	WHITE WRECKER	AUTOCAR ACL64	HD	1990	4VZSABME9LU506878	MAIN
640	*	SG07031	WHITE WRECKER	AUTOCAR ACL64	HD	1990	4VZSABME7LU506877	LTRL
644	*	SG08905	INTERNATIONAL	4900 DUMP TRUCK	HD	1991	1HTSDZ7R2MH334787	FACB
652	*	SG09471	INTERNATIONAL	4900 HI-RAIL	HD	1992	1HTSDNUN2NH421228	LTRL
667	*	SG09480	INTERNATIONAL	4900 DUMP TRUCK	HD	1992	1HTSDNUR0NH421229	WMOW
668	*	SG09761	INTERNATIONAL	4600 HI-RAIL	HD	1993	1HTSAZPMXNH447773	LTRL
669	*	SG09663	INTERNATIONAL	F4900 6X4 HI-RAIL	HD	1993	1HTSHPT4PH479550	LTRL
670	*	SG09661	FORD	F600G FLATBED	HD	1993	1FDNK64C8PVA21887	FACB
681	*	SG15890	INTERNATIONAL	4900 HI-RAIL	HD	1993	1HTSDPPR1PH508910	LTRL
683	*	SG11322	INTERNATIONAL	2554 2000 SERIES	HD	1993	1HTGBPCR8PH510090	LTRL
684	*	SG11323	MACK	MR688S	HD	1994	1MZK191C9RMD04651	WMOW
685	*	SG11348	FREIGHTLINER	FLD112	HD	1994	1FVX3RYB0RH461492	RCTL
693	*	SG13103	KENWORTH	T450	HD	1994	2NKNLA9X0RM634572	MATS
719	*	SG14536	INTERNATIONAL HI-RAIL	4900 STAKE BODY	HD	1996	1HTSDAAN6SH247656	WMOW
720	*	SG14537	INTERNATIONAL HI-RAIL	4900 STAKE BODY	HD	1996	1HTSDAAN2SH247654	WMOW
721	*	SG14538	INTERNATIONAL HI-RAIL	4900 STAKE BODY	HD	1996	1HTSDAAN4SH247655	LTRL
728	*	SG15058	FORD HI-RAIL	F800 BUCKET	HD	1996	1FDYF80E8TVA02691	LTRL
731	*	SG15142	FORD	F800 DUMP TRUCK	HD	1996	1FDYF80C9TVA04643	FACB
732	*	SG24109	FORD	F800 DUMP TRUCK	HD	1996	1FDYF80C0TVA04644	LTRL
733	*	SG15140	FORD	F800 DUMP TRUCK	HD	1996	1FDYF80C2TVA04645	LTRL
734	*	SG15139	FORD	F800 DUMP TRUCK	HD	1996	1FDYF80C4TVA04646	WMOW
735	*	SG15138	FORD	F800 DUMP TRUCK	HD	1996	1FDYF80C2TVA04922	FACB
736	*	SG15127	INTERNATIONAL	4900	HD	1996	1HTSDAAN1TH370346	FACR
737	*	SG15124	MACK ROTATING DUMP	DM600 HI-RAIL	HD	1996	1MZB218C9TMO03639	WMOW
779	*	SG15752	CHEVROLET	C2500 HI-RAIL	LTV	1997	1GBGC24R8VE239000	LTRL
780	*	SG15502	INTERNATIONAL	F2554 6X4	HD	1997	1HTGCAATXVH425647	LTRL
785	*	SG16201	INTERNATIONAL WRECKER	2674 SBA	HD	1998	1HTGKAHRXWH495810	KIRK

MTA Diesel Powered Non-Revenue Support Vehicles

786	*	SG15908	INTERNATIONAL WRECKER	2674 SBA	HD	1998	1HTGKAHR1WH495811	BUSH
793	*	SG16329	INTERNATIONAL HI-RAIL	F2554 6X4 VAC TRK	HD	1998	1HTGCAIT7WH497226	WMOW
794	*	SG16244	INTERNATIONAL LUBE TRK	4700 STAKEBODY	HD	1998	1HTSCAAL5WH551732	LTRL
812	*	SG16487	GMC	P3500 STEP VAN	HD	1999	1GDKP32R5X3500239	RCTL
813	*	SG16891	INTERNATIONAL WRECKER	2674 SBA	HD	1999	1HTGKAHR3XH646701	EAST
814	*	SG16890	INTERNATIONAL WRECKER	2674 SBA	HD	1999	1HTGKAHR5XH646702	NW
815	*	SG16816	INTL. MAC-PRENTICE LOADER	F2554 6X4	HD	1998	1HTGCAAT5WH497225	WMOW
844	*	SG18676	INTERNATIONAL	4900	HD	2001	1HTSDADN31H334800	BUSH
845	*	SG18677	INTERNATIONAL	4900	HD	2001	1HTSDADN51H334801	EAST
846	*	SG18678	INTERNATIONAL	4900	HD	2001	1HTSDADN71H334802	KIRK
847	*	SG18679	INTERNATIONAL	4900	HD	2001	1HTSDADN91H334803	NW
855	*	SG19046	INTERNATIONAL	4700	HD	2001	1HTSCABN21H382696	FACB
875	*	SG25177	FREIGHTLINER	FL80 DUMP TRUCK	HD	2003	1FVABXAK03HL08528	FACR
876	*	SG19113	INTERNATIONAL	4300 SBA 4X2	HD	2003	1HTMMAAR33H568793	LTRL
882	*	SG20554	INTERNATIONAL	4300 SBA 4X2 BUCKET	HD	2003	1HTMMAAR33H567165	MARC
898	*	SG22545	INTERNATIONAL	4300 SBA 4X2 BUCKET	HD	2005	1HTMMAAR55H124432	LTRL
899	*	SG21655	INTERNATIONAL VAC	7400 SBA 6X4	HD	2005	1HTWGAATX5J009491	LTRL
900	*	SG21656	GMC	C8600 BUCKET	HD	2005	1GDP8C1345F517531	FACR
901	*	SG23943	FREIGHTLINER	M2106 ROLLBACK	HD	2007	1FVACWCS17HY04254	MTS
512	A*	SG22966	FREIGHTLINER	M2106	HD	2006	1FVACYDC46HW49328	RCTL
555	A*	SG25176	INTERNATIONAL	7400	HD	2007	1HTWCAZR17J503178	WMOW
596	A*	SG20770	STERLING FLATBED	L7500 SERIES SELEC	HD	2005	2FZAATCS85AU32138	NW
634	A*	SG20765	INTERNATIONAL	7600 SFA 6X4	HD	2005	1HTWXAHK75J013332	MATS
778	A*	SG21789	INTERNATIONAL	7400 SBA 4X2	HD	2005	1HTWCADN85J042496	MARC

## **Contract Language**

### **Prompt Pay Requirements**

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

1.1 Not process further payments to the contractor until payment to the subcontractor is verified;

1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or

1.5 Take other or further actions as appropriate to resolve the withheld payment.

2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

3.1 Affect the rights of the contracting parties under any other provision of law;

3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

3.3 Result in liability against or prejudice the rights of the Agency.

4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

5.2 This verification may include, as appropriate:

5.2.1 Inspecting any relevant records of the contractor;

5.2.2 Inspecting the jobsite; and

5.2.3 Interviewing subcontractors and workers.

5.2.4 Verification shall include a review of:

5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

5.3.1 Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

5.4.1 Terminate the contract;

5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.